

NATIONAL RECOVERY ADMINISTRATION

CODE OF FAIR COMPETITION

FOR THE

BUTTER-TUB INDUSTRY

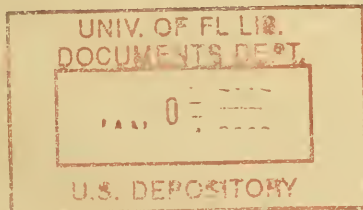
AS SUBMITTED ON AUGUST 30, 1933

REGISTRY No. 323—02

**This Code for the Butter-Tub Industry
in its present form merely reflects the proposal of the above-mentioned
industry, and none of the provisions contained therein are
to be regarded as having received the approval of
the National Recovery Administration
as applying to this industry**



WE DO OUR PART



**UNITED STATES
GOVERNMENT PRINTING OFFICE
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CODE OF FAIR COMPETITION FOR THE BUTTER-TUB INDUSTRY

DEFINITIONS

Butter-Tub Industry.—The Butter-Tub Industry is composed of manufacturers of wooden tubs in which butter is shipped and stored, and from which bulk butter is dispensed.

Effective Date.—The effective date of this Code shall be the tenth day following the day this Code is formally approved by the President.

Employees.—The word “employees” is intended to include all persons employed in the Butter-Tub Industry, with the exception of “outside salesmen” and of persons in managerial and executive positions receiving more than Thirty-Five Dollars (\$35.00) per week.

For the purpose of increasing employment, improving wages and living standards of our labor and taking such steps as are necessary to rehabilitate and stabilize the Butter-Tub Industry, thereby assisting in effectuating the policy of Title 1 of the National Industrial Recovery Act, the manufacturers whose names are transmitted herewith do hereby subscribe to the following principles:

I. We agree that our employees shall have the right to organize and bargain collectively through representatives of their own choosing and shall be free from interference, restraint, or coercion of all employees of such labor or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

II. We agree that none of our employees and no one seeking employment from us shall be required, as a condition of employment, to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

It is understood that the foregoing paragraph is not to be so interpreted as to in any way impair the Constitutional rights of the employer and employee to bargain individually or collectively, as may be mutually satisfactory to them; nor does it impair the joint right of an employer and employee to operate an open shop.

Provided further, that nothing herein is to be interpreted as preventing the selection, retention, and advancement of employees on the basis of their individual merit and without regard to their affiliation or nonaffiliation with any labor organization.

III. We agree to comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

IV. We agree that on and after the effective date hereof, employers in the Butter-Tub Industry shall not operate on a schedule of

hours of labor for their employees in excess of forty (40) hours per week, averaged over a six months' period; but there shall be no limitation on the number of hours which may be worked in any one day, nor in any one week, provided the average of forty (40) hours per week over the six months' period is not exceeded.

A sufficient number of employees to provide supervision, maintenance, heat, light, power, and watching shall be exempt from the provisions of this section.

V. We further agree not to employ any minor under the age of sixteen (16) years.

VI. We agree that on and after the effective date hereof, the minimum wages to be paid by employers in the Butter-Tub Industry to any of their employees shall be as follows:

Adult male labor, 40¢ per hour.

Female and minor labor, 30¢ per hour.

The above minimum wage rates shall not apply to pensioners, who are defined as individuals who, on account of age or physical disability, cannot perform an able-bodied man's work.

We further agree that the above minimum wage rates may be revised from time to time in such a manner as will currently effect an equitable adjustment to variations in the cost of living; such adjustments to be subject to the approval of the President.

VII. *Rules of fair competition in marketing.*—(a) We agree, in the event of the President permitting the establishment of minimum prices in this industry, that we will not sell our product below the minimum prices which are so established.

We further agree that, on the effective date of this Code all manufacturers of wooden butter tubs shall file with the Commissioners of the Butter-Tub Manufacturers Council, ten (10) certified copies of their current price lists as applying to all of their products which are covered by this Code, and ten (10) copies of a statement as to their individual bases of selling through and to their various channels of distribution and consumption.

Such price lists and bases of selling are to be considered as minimum and shall remain in effect until the filing, with the Commissioners, of a new price list and/or a new selling schedule. Copies of all such price lists and statements will be furnished to all manufacturers by the Commissioners, on request.

(b) We agree to use a standard form of sales contract which will include maximum and minimum quantities, definite terms of time coverage, adequate description of the product, and other items necessary to form a complete, unambiguous agreement between seller and buyer.

(c) We agree that we will not induce, nor attempt to induce the breach of any contract between a competitor and his customer.

(d) We agree not to repudiate contracts on a rising market and not to accept the repudiation of contracts by buyers on a declining market.

(e) We agree not to ship any butter tubs on consignment.

(f) We agree not to discriminate in price between different purchasers in the same classification of trade, except as these prices may be affected by differences in quantity, quality, and/or transportation cost.

(g) We agree not to withhold from or insert in any of our invoices, words or figures which will make such invoices a false record.

(h) We agree that we will not offer nor give any secret concessions, discounts, or rebates in connection with the sale of wooden butter tubs.

(i) We agree not to advertise in any way which would tend to mislead or deceive the purchasing public as to the nature or quality of the butter tubs so advertised.

(j) We agree not to imitate the trade names used by competitors.

(k) We agree not to give any gratuities, whether in the form of money or otherwise, to an employee of any distributor or consumer of our product.

(l) We agree not to defame a competitor by words or acts which call into question his business integrity, his ability to perform his contracts, his credit standing or the grade, quality, or reliability of his product.

(m) We agree to develop and use a definite classification of trade (distributors and consumers) in order that unfair discrepancies and discriminations may be eliminated.

(n) We agree not to give credit terms beyond 30 days from date of shipment or delivery, or with any discount in excess of 1% from net amount of invoice for payment in 10 days.

(o) We agree that, aside from samples and "exhibition tubs" we will not give any free goods to anyone for any reason.

(p) We agree that, because existing productive capacity far exceeds the normal demand, not to increase our productive capacity for a period of twelve (12) months from the effective date of this Code, excepting as it may be normally increased through the substitution of new for existing equipment or through more efficient methods of manufacture.

In view of the foregoing agreement we specifically ask that the Administrator establish a rule which will make it necessary for any concern desiring to undertake the manufacture of wooden butter tubs, to show a necessity for such increase in productive capacity or that the product he intends to manufacture will better serve the public interest than the butter tubs which are now available.

(q) We agree to make no changes in design or construction of any butter tub, which contemplate lower manufacturing costs with accompanying reduction in the price of such tub, until the proposed changes and proposed prices have been filed with the Commissioners of the Butter-Tub Manufacturers Council and until they have had ample opportunity to notify all butter-tub manufacturers of the proposed changes and prices.

(r) We agree not to sell butter tubs which are of substandard capacity, at any price lower than the price we are quoting on the standard-size tub of the next greater capacity.

To further agree to abide by the standards adapted by the Butter-Tub Industry in cooperation with the Bureau of Standards of the Department of Commerce of the United States.

(s) We agree not to give any guarantee against decline in prices, excepting as it is the individual seller's own decline up to date of shipment.

VIII. We agree to furnish duly certified reports in such form and at such times as may be required by the President, as to the number of our employees, their hours of employment, and rates of pay; such reports shall be collected from the members and transmitted to the President of the Commissioners of the Butter-Tub Manufacturers Council.

We also agree to furnish to the Commissioners of the Butter-Tub Manufacturers Council, such reports as to sales, shipments, unfilled orders, stocks, etc., as may be called for by the Council.

IX. We agree that this Code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provisions of Clause 10 (b) of the National Industrial Recovery Act, from time to time to cancel or modify any order, approval, license, rule, or regulation issued under Title 1 of said Act, and specifically to the right of the President to cancel or modify his approval of this Code or any conditions imposed by him upon his approval thereof.

X. We agree that such of the provisions of this Code as are not required to be included therein by the National Industrial Recovery Act, may, with the approval of the President, be modified or eliminated as changes in circumstances or experience may indicate.

It is contemplated that from time to time supplementary provisions to this Code or additional Codes may be submitted for the approval of the President to prevent unfair competition in price and other unfair and destructive competitive practices and to effectuate the other purposes and policies of Title 1 of the National Industrial Recovery Act.

ENFORCEMENT

The enforcement of this Code and its provisions shall, in the first instance, be in the hands of a Supervisory Agency to be created by the Butter-Tub Manufacturers Council.



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